

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Novus Franchising, Inc., a
Washington corporation,

Plaintiff,

v.

AZ Glassworks, LLC, an Arizona limited
liability company, Capital One Auto
Glass, LLC, an Arizona limited liability
company, Edward Longoria, and Jeannie
Hersh,

Defendants.

File No. 12-CV-01771-MJD-TNL

**ORDER GRANTING PLAINTIFF'S
MOTION FOR ENTRY OF
DEFAULT JUDGMENT ON
COUNTS VI AND VIII PURSUANT
TO FED. R. CIV. P. 55(b)(2)
AGAINST DEFENDANT EDWARD
LONGORIA AND DISMISSING ALL
REMAINING COUNTS AGAINST
DEFENDANT EDWARD
LONGORIA**

The above-entitled action came on for hearing before the undersigned on May 3, 2013 pursuant to Plaintiff Novus Franchising, Inc.'s ("Novus") Motion for Entry of Default Judgment on Counts VI and VIII and for Voluntary Dismissal of all remaining claims against Defendant Edward Longoria. James M. Susag, Esq. and Susan E. Tegt, Esq. appeared on behalf of the Plaintiff. Edward Longoria did not appear. Edward Longoria has not answered the Verified Complaint or otherwise defended in this action and has been granted a discharge in bankruptcy under 11 U.S.C. § 727 by the United States Bankruptcy Court for the Central District of California.

Based upon all of the files, records, and proceedings herein and the arguments of counsel:

IT IS HEREBY ORDERED:

1. Novus's Motion for entry of default judgment on Count VI and Count VIII, Breach of the Franchise Agreements (Violation of In-Term and Post-Term Covenants Not-to-Compete), and Breach of Personal Guaranty (but only as it relates to Edward Longoria's violation of his covenants not to compete) is GRANTED. Novus shall have judgment entered in its favor and against Defendant Edward Longoria on Count VI and Count VIII of the Verified Complaint.
2. Novus is entitled to and shall have a permanent injunction entered in its favor and against Edward Longoria as follows:
 - (a) Effective immediately, and continuing for two years from the date of this Order, Defendant Edward Longoria, and his immediate family members, is hereby restrained and enjoined from owning, operating, leasing, franchising, licensing, conducting, engaging in, consulting with, being connected with, having any interest in, or assisting any person or the entity engaging in any or other business that is in any way competitive with or similar to the NOVUS® Business System or the NOVUS® Business (including any automotive glass repair and/or replacement or installation business): (1) within the geographic area comprising the counties of Maricopa and Pinal Counties in the State of Arizona and Orange County in the State of California; (2) in an area of primary responsibility Novus grants to any other NOVUS® franchisee or business; or (3) within ten miles of any business location of any NOVUS® franchise or business in the United States and its possessions.
 - (b) Effective immediately, Defendant Edward Longoria, and all persons acting in active concert with him who receive notice of this Order, and all purported assignees of any of the registered NOVUS® Marks and all derivations and uses thereof who receive notice of this Order, and all recipients of any of the property described below who receive notice of this Order, are hereby permanently restrained and enjoined from:
 - (i) Any use of the registered NOVUS® Marks and all derivations thereof; and
 - (ii) Retaining any manual or other confidential or proprietary information provided to AZ Glassworks, LLC and/or Edward Longoria under the Franchise Agreements.
 - (c) Effective immediately, Defendant Edward Longoria, and all persons acting in active concert with him who receive notice of this Order, and all purported assignees of any of the registered NOVUS® Marks and all derivations and uses thereof who receive notice of this Order, and all recipients of any of the

property described in Section (b) above or as described below who receive notice of this Order, shall:

- (i) Return all confidential and proprietary materials of Novus to Novus including, but not limited to, all manuals and equipment, within five (5) days of the date of this Order;
- (ii) Remove and return to Novus or destroy all signage, promotional materials, and other materials bearing the NOVUS® Marks, including internet websites, within five (5) days of the date of this Order;
- (iii) Immediately take such steps as necessary to effect the transfer of all telephone numbers, including all fax numbers and other listings for or associated with AZ Glassworks, LLC's former NOVUS® franchises, including the number (800) 503-5035, to Novus or its designee.
- (iv) In the event Edward Longoria fails to effect the transfer of the telephone, fax, and other listings for or associated with their former NOVUS® franchises, Edward Longoria authorizes Novus to direct the telephone company, all listing agencies, and internet service providers, to transfer all fax and telephone numbers and listings to Novus. A copy of this order shall serve as authorization to the telephone company, all listing agencies, and internet service providers, to transfer any telephone and/or fax numbers formerly associated with AZ Glassworks, LLC's NOVUS® franchises, including but not limited to (800) 503-5035, to Novus or its designee.

3. This permanent injunction shall be effective immediately, and no bond shall be required.

4. All remaining counts set forth against Edward Longoria in the Verified Complaint, specifically Counts X, XI, XII and XIII are dismissed with prejudice.

LET JUDGMENT BE ENTERED ACCORDINGLY.

BY THE COURT:

Dated: May 3, 2013

s/ Michael J. Davis
Hon. Michael J. Davis
Judge of United States District Court